



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

12408
May 23, 1979. RECORDATION NO. 7243-1 Filed 1425
MAY 25 1979 - 1 05 PM
INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423.

Re: Section 11303 Filing: Supplemental
Indenture dated as of May 18, 1979,
("Supplement") to Indenture of Mortgage
and Deed Trust dated as of November 15,
1973, ("Indenture") from North American
Car Corporation (the "Company") to
Harris Trust and Savings Bank, as
Trustee (the "Trustee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the
Interstate Commerce Act are nine executed counterparts of
the above described Supplement. Indenture was recorded
with the Interstate Commerce Commission at on
197 and was assigned recordation number 7243.

Under the Indenture, the Company encumbers the equip-
ment subject thereto in favour of the Trustee, as collateral
for debt secured by the Indenture, in accordance with the
terms thereof.

The general description of the equipment which the
Supplement subjects to the terms of the Indenture is as stated
in Schedule A of the Supplement.

The general description of the equipment which the
Supplement releases from the terms of the Indenture is as
stated in Schedule I to the Supplement.

Also enclosed is a check, payable to the Interstate
Commerce Commission, in the amount of \$10.00 as the recording
fee for the Supplement.

Pursuant to the Commission's rules and regulations
for the recording of certain documents under Section 11303
of the Interstate Commerce Act, you are hereby requested to
duly file two of the enclosed counterparts for record in your

Secretary

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office and to return the remaining copies, together with the Secretary's Certificate of Recording, to the messenger making this delivery.

If you have any questions, please contact me.

Very truly yours,

A handwritten signature in black ink, reading "James M. Gillespie". The signature is written in a cursive style with a large, looping initial "J".

James M. Gillespie.

JMG/sgs

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

5/25/79

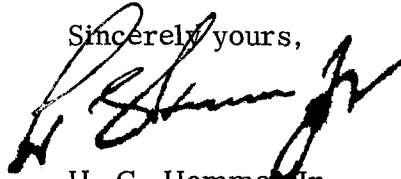
OFFICE OF THE SECRETARY

James M. Gillespie
North American Car Corporation
222 South Riverside Plaza
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/25/79 at 1:05pm, and assigned recordation number(s). 5818-E & 7243-F

Sincerely yours,



H. G. Homme Jr.
Secretary

Enclosure(s)

SE-30
(3/79)

THIRD SUPPLEMENTAL INDENTURE

RECORDATION NO. 7425 Filed 7425
MAY 25 1979 -1 05 PM
INTERSTATE COMMERCE COMMISSION

THIS THIRD SUPPLEMENTAL INDENTURE OF MORTGAGE AND DEED OF TRUST dated this 18th day of May 1979, by and between NORTH AMERICAN CAR CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), party of the first part, and HARRIS TRUST AND SAVINGS BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois (hereinafter referred to as the "Trustee"), party of the second part;

W I T N E S S E T H

WHEREAS, the parties have heretofore on the 15th day of November, 1973 executed a certain Indenture of Mortgage and Deed of Trust (hereinafter called "Indenture"); and

WHEREAS, Article VII, Section 7.01 of the Indenture provides inter alia that whenever Mortgaged Equipment shall become worn out, unsuitable for use, lost or destroyed, the Company shall Mortgage to the Trustee under the Indenture other Equipment having a fair value not less than the fair value of the Mortgaged Equipment so worn out, unsuitable for use, lost or destroyed; and

WHEREAS, the railroad cars described on Schedule I hereto, constituting a part of the Mortgaged Equipment, have become worn out, unsuitable for use or lost or destroyed; and

WHEREAS, Article VII, Section 7.02 of the Indenture provides for a supplemental indenture to be entered into pursuant to Article XII of the Indenture, warranting that the title to the equipment so to be substituted for the equipment so worn out, unsuitable for use, lost or destroyed is free from all liens, claims and encumbrances other than permitted liens, and subjecting such Equipment to the lien of the Indenture; and

WHEREAS, Article XII, Section 12.01 of the Indenture provides that the Company when authorized by resolution of their respective Board of Directors and the Trustee, from time to time and at any time, may, without the consent of Bondholders, enter into an indenture of indentures supplemental to the Indenture to grant, bargain, sell, alien, remise, release, convey, confirm, warrant,

assign, cede, charge, mortgage, pledge, transfer, deliver and set over to the Trustee, and subject to the lien of the Indenture, property or properties of the Company, subject to the conditions and restrictions contained in the Indenture, and that such supplemental indentures shall form a part of the Indenture.

NOW, THEREFORE, In consideration of the sum of \$1.00 duly paid to the Company, respectively, by the Trustee at or before the ensealing and delivery hereof and for valuable consideration, the receipt whereof is hereby acknowledged, the Company executed and delivered this Third Supplemental Indenture; the Company has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, warranted, assigned, ceded, charged, mortgaged, pledged, hypothecated, transferred, delivered, and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, warrant, assign, cede, charge, mortgage, pledge, hypothecate, transfer, deliver, and set over unto the Trustee as in the Indenture provided, and to its successors in trust and its assigns forever, and has granted and does hereby grant to the Trustee, such successors and assigns a security interest in all the right, title and interest of the Company in and to any and all of the railroad cars described on Schedule A hereto, subject, however, to the rights of lessees and purchase optionees under the leases and subleases listed in Schedule I annexed to the indenture and to permitted liens as in said Indenture provided, to have and to hold all and singular, the above successors in trust, and its assigns forever, for the purposes and upon the uses and trusts, and subject to all the conditions and restrictions herein and in the Indenture contained.

The Company hereby warrants that title to the Equipment is free from all liens, claims and encumbrances, other than leases, purchase options, and permitted liens referred to in the Indenture.

From and after (but only from and after) the execution of this Third Supplemental Indenture, the Indenture shall be deemed to be modified as herein provided, and thereafter the Indenture shall be read as if the Third Supplemental Indenture had been a part of the Indenture. By execution hereof the Trustee hereby releases and quitclaims over to the Company any and all interest of th

hereto.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as to the day and year first above written.

NORTH AMERICAN CAR CORPORATION

By James F. Compton
Vice President

ATTEST:

J. Miller
Assistant Secretary

HARRIS TRUST AND SAVINGS BANK

BY W. J. J. J. J.
Vice President

ATTEST:

R. L. Mason
Assistant Secretary

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

On this 18th day of May, 1979, before me personally appeared J. F. Compton and J. M. Bulleque, to me personally known, who being by me duly sworn say that they are Vice President and Assistant Secretary, respectively, of North American Car Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on May 18, 1979, signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lenny Catalan
Notary Public

My Commission Expires: 6-30-79

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

On this 23rd day of May, 1979, before me personally appeared J. L. SPRENG and R. G. MASON, to me personally known, who being duly sworn say that they are VICE PRESIDENT and ASSISTANT SECRETARY, respectively of Harris Trust and Savings Bank, that one of the seals affixed to the foregoing instruments is the corporate seal of said Bank and that said instrument was on May 23, 1979, signed and sealed on behalf of said Bank by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said Bank.

Lanette C. Seay
Notary Public

My Commission Expires: NOVEMBER 29, 1980

SCHEDULE I *Released*

| <u>Quantity</u> | <u>Description</u> | <u>Serial No.(s)</u> | <u>Fair Value (Determined In Accordance With Section 1.01 of the Agreement)</u> | <u>Unit of Equipment First Put Into Use Not Later Than This Date</u> |
|-----------------|---|---|---|--|
| 1 | Class ICC103, 80 ton, 4,000 gallon capacity tank | 5566 | \$ 1,275.00 | 5-29 |
| 1 | Class 111A100W1, 100 ton, 17,000 gallon capacity tank | 16365 | 14,977.53 | 3-73 |
| 1 | Class DOT 111A100W1, 100 ton, 23,000 gallon capacity tank | 23012 | 14,644.06 | 2-73 |
| 1 | Class 111A100W1, 100 ton, 24,000 gallon capacity tank | 24502 | 15,724.38 | 3-60 |
| 3 | Class DOT 111A100W1, 100 ton, 26,000 gallon capacity tanks | 26808, 26811, 26814 | 53,861.35 | 9-73 |
| 1 | Class LO, 100 ton, 4,350 cu. ft. capacity hopper | 43595 | 14,592.21 | 12-72 |
| 17 | Class LO, 100 ton, 4,750 cu. ft. capacity hoppers | 53514, 53533, 53579, 53618, 53631, 53645, → 54642, 54762, 54813, 54822, 54843, 54913, 54937, 54956, 54969, 54978, → 61300 | 244,434.47 | 9-73 |
| 84 | Class LO, 100 ton, 5,800 cu. ft. capacity hoppers | 58011-58018, 58020-58087, 58089-58096 | 1,714,930.82 | 1-74 |

| <u>Quantity</u> | <u>Description</u> | <u>Serial No.(s)</u> | <u>Fair Value (Determined In Accordance With Section 1.01 of the Agreement)</u> | <u>Unit of Equipment First Put Into Use Not Later Than This Date</u> |
|-----------------|---|------------------------|---|--|
| 3 | Class 111A100W1, 100 ton, 20,000 gallon capacity tanks | 71720, 71791, 75189 | \$ 44,861.69 | 7-73 |
| 1 | Class 110, 100 ton, 4,750 cu. ft. capacity hopper | 476653 | 20,579.71 | 5-75 |
| <u>113</u> | | | <u>\$ 2,139,881.22</u> | |

The fair value of the equipment described above represents the Cost (as defined in the Agreement) of such equipment as heretofore certified to the Trustee less 1/25th of such Cost for each full period of one year elapsed between the date of first use described above and the date such equipment became worn out, unsuitable for use, lost or destroyed. The actual fair value of the equipment described above is not greater than the fair value described above.

SCHEDULE A *Added*

| <u>Quantity</u> | <u>Description</u> | <u>Serial No.(s)</u> | <u>Original Cost (As Defined In Agreement)</u> | <u>Fair Value to the Company (Determined In Accordance With Section 1.01 of the Agreement)</u> | <u>Unit of Equipment First Put Into Use Not Earlier Than This Date</u> |
|-----------------|--|--------------------------------------|--|--|--|
| 20 | Class 111A100W2, 100 ton, 13,700 gallon capacity tank cars | 2550-2569 | \$ 466,077.56 | \$ 391,505.12 | 11-74 |
| 1 | Class 111A100W3, 100 ton, 13,600 gallon capacity tank car | 13884 | 22,200.11 | 22,848.09 | 10-74 |
| 1 | Class 105A500W, 100 ton, 17,300 gallon capacity tank car | 27409 | 27,314.06 | 22,943.81 | 7-74 |
| 1 | Class 111A100W6, 100 ton, 24,500 gallon capacity tank car | 28204 | 46,304.88 | 37,043.90 | 1-74 |
| 1 | Class 211A100W1, 125 ton, 31,300 gallon capacity tank car | 29135 | 26,969.40 | 21,575.52 | 5-74 |
| 1 | Class L0, 100 ton, 4,750 cu. ft. hopper car | 54267 | 18,968.06 | 14,415.73 | 1-73 |
| 2 | Class L0, 100 ton, 5,850 cu. ft. hopper cars | 58449, 58464 | 68,590.68 | 57,616.17 | 12-74 |
| 1 | Class 111A100W1, 100 ton, 20,800 gallon capacity tank car | 72121 | 28,019.15 | 22,415.32 | 5-74 |
| 7 | Class 111A100W1, 100 ton, 20,600 gallon capacity tank cars | 73327, 73345-73348 73351-73352 | 179,412.84 | 150,706.78 | 9-74 |

| Quantity | Description | Serial No.(s) | Original Cost (As Defined In Agreement) | Fair Value to the Company (Determined In Accordance With Section 1.01 of the Agreement) | Unit of Equipm First Put Into Not Earlier T This Date |
|-----------|--|---|--|--|--|
| 4 | Class 111A100W5, 100 ton, 20,500 gallon capacity tank cars | 75389-75390 75390-75397 | \$ 120,016.99 | \$ 100,814.27 | 10-74 |
| 10 | Class 111A100W1, 100 ton, 20,700 gallon capacity tank cars | 75465, 75479-75480, 75487, 75491-75496 | 255,786.37 | 214,860.54 | 11-74 |
| 1 | Same as above | 76480 | 27,270.00 | 22,906.80 | 10-74 |
| 3 | Class 111A100W1, 100 ton, 23,700 gallon capacity tank cars | 76522-76523 76526 | 97,353.49 | 81,760.13 | 12-74 |
| 1 | Class 111A100W1, 100 ton, 23,800 gallon capacity tank car | 78313 | 22,148.07 | 17,718.46 | 5-74 |
| 10 | Class LU, 70 ton, 50 ft. 6 in. Alldoor Box Cars | 80030-80039 | 275,712.03 | 220,569.60 | 1-74 |
| 28 | Class LO, 100 ton, 3,000 cu. ft. hopper cars | 93130-93152 93157-93161 | 798,273.47 | 670,549.73 | 12-74 |
| 2 | Class LO, 100 ton, 5,250 cu. ft. hopper cars | 525089-525090 | 57,248.07 | 48,088.38 | 10-74 |
| 1 | Same as above | 525097 | 29,520.24 | 23,616.19 | 5-74 |
| <u>95</u> | | | <u>\$2,572,165.47</u> | <u>\$2,141,954.54</u> | |

The fair value to the Company of the equipment described above represents the Cost (as defined in the Agreement) of such equipment less 1/25th of such Cost for each full period of one year elapsed between the date of first use described

above and the date of transfer thereof to the Trustee. The actual fair value to the Company of such equipment is not less than the fair value to the Company described above.